

## REMARKS

The present application has been reviewed in light of the Office Action dated June 11, 2009. Claims 2-9, 16, 17, 20, 21, 28, 30, 35, and 37 are presented for examination, of which Claims 2, 16, 28, and 35 are in independent form. Claims 1, 10-15, 18, 19, 22-27, 29, 31-34, 36, and 38-41 were previously cancelled, without prejudice or disclaimer of the subject matter presented therein. No claim amendments are presented herein. Favorable reconsideration is respectfully requested.

The Office Action states that Claims 2-9, 28, and 35 are rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent No. 6,253,189 (Feezell et al.), and that Claims 16, 17, 20, 21, 30, and 37 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Feezell et al. in view of U.S. Patent Application Publication No. 2003/0070167 (Holtz et al.). Applicants respectfully traverse the rejections and submit that independent Claims 2, 16, 28, and 35, together with the claims dependent therefrom, are patentably distinct from the cited references for at least the following reasons.

Independent Claims 16, 28, and 35 are directed to a method for buying spots for advertisements, a programmable computer for implementing the method, and a computer-readable medium embodying a computer-executable program for implementing the method, respectively. The method utilizes a central computer system with a memory system, which stores the computer-executable program, and a processor for executing the program. The method also utilizes a global communications network interconnecting the computer system, an agency, a facilitator, and an affiliate. The computer-executable program includes an agency module, a facilitator module, and an affiliate module, which function to enable the steps included in the method.

A notable feature of Claims 16, 28, and 35 is that the method includes a step in which the agency selects, via the agency module, a format for downloading the proposal information, the order information, the contract information, and/or the invoice information, such that information downloaded in the selected format is compatible with and may be further analyzed using agency software. This step is neither taught nor suggested in Feezell et al. or Holtz et al.

The Office Action alleges that Feezell et al., at column 6, lines 49-65, discloses the above-noted feature of Claims 16, 28, and 35. Applicants have reviewed Feezell et al., with special attention to this cited portion, and have found nothing that even suggests a step in which an agency can select, via an agency module, a format for downloading information. Instead, the cited portion reads as follows:

The status<sub>13</sub> flags are useful for indicating the status of the time slot, including "for sale", thus inviting bids from prospective buyers; "sold", thus cutting off bids, etc. In accordance with the present invention, time slot data is advantageously searchable by a selling or buying trader with an easy-to-use graphical user interface (GUI) displayed on the trader's client in accordance with the present invention. In one embodiment, the GUI is a hypertext page obtained by the client from the TSES and displayed on the client by a known browser, such as the Netscape Navigator made by Netscape Communications Company, or the Internet Explorer, made by the Microsoft Company. In another embodiment, the GUI is a hypertext page augmented by executable software (e.g., Java applets) obtained from the TSES that enhance the functionality of the GUI. In yet another embodiment, the GUI is provided by proprietary software distributed to clients.

It is respectfully submitted that persons skilled in the art would not construe the cited portion to even suggest anything to do with enabling an agency to select a format for downloading proposal information, order information, contract information, and/or invoice information, such that information downloaded in the selected format is compatible with and may be further analyzed using agency software, as claimed in Claims 16, 28, and 35. At best, the cited portion merely

indicates that a user interface is displayed on a client's computer via a known browser augmented with Java applets or via proprietary software provided to the client; no format selection, however, is made by an agency nor is any such selection suggested by the cited portion of Feezell et al.

Further, Holtz et al., which apparently is cited in the Office Action for disclosing a printing feature,<sup>1</sup> fails to disclose the above-noted feature of Claims 16, 28, and 35, and therefore fails to remedy the deficiencies of Feezell et al. Should the Examiner disagree with the above analysis, Applicants respectfully request the Examiner to issue a further non-final Office Action with a more detailed explanation of how Feezell et al. or Holtz et al. discloses the above-noted feature of Claims 16, 28, and 35.

In summary, nothing has been found in Feezell et al. or Holtz et al., considered individually or in any permissible combination, that is believed to teach or suggest a method for buying spots for advertisements, in which the method includes a step of "the agency selecting, via the agency module, a format for downloading the proposal information, the order information, the contract information, and/or the invoice information, such that information downloaded in the selected format is compatible with and may be is further analyzed using agency software," as recited in Claims 16, 28, and 35. Accordingly, Applicants submit that Claims 16, 28, and 35 are patentable over Feezell et al. and Holtz et al. and therefore respectfully request withdrawal of the rejections under 35 U.S.C. §§ 102(b) and 103(a).

Independent Claim 2 is directed to a system for buying and selling spots for advertisements, in which the system includes a central computer system, an agency unit, a facilitator unit, and an affiliate unit, each of which is connected to a global communications

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<sup>1</sup> Although Holtz et al. is cited in the present Office Action, there is no indication in the present Office Action of how Holtz et al. supports any of the rejections. As such, Applicants have referred to the previous Office Action of September 22, 2008, for an indication of the relevance of Holtz et al. to the claims.

network. The computer system includes a memory system storing a computer-executable program that includes an agency module, a facilitator module, and an affiliate module, and a processor for executing the program.

Similar to Claims 16, 28, and 35 discussed above, Claim 2 includes a feature in which the agency module is adapted to enable an authorized agency user to “download a version of the proposal information, the order information, the contract information, and/or the invoice information formatted for analysis using agency software.” The Office Action alleges that Feezell et al., at column 9, lines 32-52, discloses this feature. Applicants respectfully disagree.

The cited portion of Feezell et al. reads as follows:

In order to initiate the trading process in accordance with one embodiment of the present invention, the a time slot offer is received at the TSES from a seller. The offer includes the terms of the offer, including the offer price for the time slot. The TSES establishes and stores an offer record that includes an offer identifier assigned by the TSES, the identifier of the time slot for sale, the date and time the offer was made, the terms of the offer, and the status of the offer (e.g., "open", "closed", "withdrawn", etc.) Thereafter, the TSES makes the time slot data record available (i.e., accessible) to traders seeking to buy a time slot. The present invention also advantageously makes available marketing and valuation data to the prospective buyers in order to assist them in making informed trading decisions. In accordance with the present invention, the trading seller is advantageously able to view any relevant bids and/or inquiries pertaining to the time slot offered for sale. When a bid is received for the offered time slot such that the bid price meets or exceeds the offer price, the TSES executes a trade.

Applicants respectfully submit that persons skilled in the art would not construe the above-quoted portion to even suggest anything to do with downloading proposal information, order information, contract information, and/or invoice information, such that the downloaded information is formatted for analysis using agency software. Should the Examiner disagree with

this analysis, Applicants respectfully request the Examiner to provide a more detailed explanation of how Feezell et al. discloses the above-noted feature of Claim 2.

In summary, nothing has been found in Feezell et al. that is believed to teach or suggest a system for buying and selling spots for advertisements, in which the system includes a central computer system with “a memory system storing a computer-executable program that includes an agency module, a facilitator module, and an affiliate module,” in which the agency module is adapted to enable the authorized agency user to, among other things “download a version of the proposal information, the order information, the contract information, and/or the invoice information formatted for analysis using agency software,” as recited in Claim 2. Accordingly, Applicants submit that Claim 2 is not anticipated by Feezell et al. and therefore respectfully request withdrawal of the rejection under 35 U.S.C. § 102(b).

Finally, the Office Action states that, in connection with the Amendment filed on March 20, 2009, “Applicant agrees that the Feezell system may facilitate the buying and selling of individual time slots or spots, albeit ‘cumbersome’ from the Applicant’s point of view.” Applicants respectfully submit however, that the Office Action also should have added that Applicants also stated in that Amendment that the “system of Claim 2 differs from the Feezell system, and avoids the above-mentioned problems of the Feezell system, by enabling an agency user to submit an availability request to a facilitator regarding spots for an ad, and to obtain a proposal from the facilitator in response to the availability request. Thus, the system of Claim 2 allows the agency to arrange for a complicated schedule of spots for the ad simply by submitting a request to the facilitator.” That is, whereas the Feezell et al. system is intended to allow for bidding of individual spots *one at a time*, the system of Claim 2 allows a schedule of *multiple spots* to be arranged at one time.

The other claims in the present application depend from one or another of Claims 2, 16, 28, and 35, and therefore are submitted to be patentable for at least the reasons presented above. However, because each dependent claim also is deemed to define an additional aspect of the invention, individual reconsideration of the patentability of each claim on its own merits is respectfully requested.

This Response After Final Action is believed clearly to place the present application in condition for allowance. Therefore, entry of this Response under 37 C.F.R. § 1.116 is believed proper and is respectfully requested, as an earnest effort to advance prosecution and reduce the number of issues. Should the Examiner believe that issues remain outstanding, it is respectfully requested that the Examiner contact Applicants' undersigned attorney in an effort to resolve such issues and advance the case to issue.

In view of the foregoing, Applicants respectfully request favorable reconsideration and an early passage to issue of the present application.

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Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

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